

Website Scope of Work Agreement

Prepared by: Lamonte Jordan
Gruvy Graphics, LLC.
7943 W. Oquendo Rd.
Las Vegas, NV 89113
(813) 481-1266

Jan 9, 2013

Prepared For:
Xclusive Entertainment

Thank you for choosing Gruvy Graphics to handle your project. The following agreement specifies the terms and conditions of this project. Please review, sign and mail us this contract with your first payment. Please keep a copy of this agreement for your records. If you need a copy of the contract containing our signature, we will be glad to send one to you at your request. Please be advised that Gruvy Graphics shall retain the original signed contract. Gruvy Graphics shall send the client a copy of the original signed contract upon the client's request. If you have any questions about any item in this contract, please contact us, and we will try to help you better understand any provisions in this agreement.

Your Company or You in this legal contract is referred to as the "client".

1. Authorization. The above-named client is employing Gruvy Graphics, a freelance contractor, located at 7943 W. Oquendo Rd. Las Vegas, NV 89113, for the specific project(s) of Web Site Design. By signing this document, Your Company and Gruvy Graphics, agree as to the legitimacy of this contract.

If Purchasing Update Service , disregard items 2-3.

2. Maintenance and Hourly Rate. This agreement includes minor webpage maintenance for the first 3-5 days after the website is completed, including updating links and making minor changes to text. It does not include drastic maintenance such as adding pages, change of design, or making additions to the site.

Changes requested by the client beyond those limits will be billed at the hourly rate of \$25, with a one hour minimum per update. If you believe that your website will need to be updated frequently, please contact us for pricing of maintenance packages and routine update rates

This rate shall also govern additional work authorized beyond the maximums specified above for services such as general internet orientation education, marketing consulting, webpage design, editing, modifying product pages and databases in an online store, photo editing, graphics services, and helping clients learn how to use their own webpage editor. Programming / Scripting charges are billed at the hourly rate of \$25, with a one hour minimum per update.

3. Changes to Submitted Text. Please send us your finalized text. Time required to make substantive changes to client-submitted text after the web page has been constructed will be considered additional time and invoiced at the hourly rate of \$25.

4. Web Site Hosting. Gruvy Graphics may provide web hosting services, or can aid you in finding a host that suits your needs. If you are already hosting with a particular host you must provide me with FTP information so that I can transfer your data to your host. FTP information can be acquired by calling your particular host provider. Gruvy Graphics Provides Serveral hosting packages through our Hosting site Gruvyhost.com at a discounted rate depending upon your specific needs.

5. Completion Date. Gruvy Graphics and the client must work together to complete the project specified above in a timely manner. We agree to work expeditiously to complete the project.

The client is responsible for supplying Gruvy Graphics with complete text and the necessary items and graphics that are not developed by Gruvy Graphics for the web pages in a timely matter.

The client has 10 days within the date of this contract to supply all information necessary to complete the website. If after 10 days Gruvy Graphics has still not received the information necessary to complete the project, then the client is in breach of contract and shall lose right to 50% of the full deposited amount.

6. Limitation of Liability. In no event shall Gruvy Graphics be liable to the client or any third party for any damages, including any lost profits, lost savings or other incidental, consequential or special damages due to the clients personal circumstances, deactivation of hosting account due to non-payment at renewal period, and, or hacker activity. If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.

7. Copyright & Ownership of Website & Domain. Copyright, ownership, and all rights of web pages, graphics, print templates, and text contained in the finished assembled website produced by Gruvy Graphics belongs solely and exclusively to Your Company upon final payment of this contract. Rights to photos, graphics, source code, work-up files, and computer programs are specifically transferred to the client, and remain the property of their respective owners. Any licensed software not developed by Gruvy Graphics (such as CGI, Pearl, PHP scripts) may be owned by another software company that has granted Gruvy Graphics the right to initiate it into the client's website, and does not grant the client ownership of the script. Gruvy Graphics and its subcontractors retain the right to display graphics and other Web design elements as examples of their work in their respective portfolios, unless otherwise specified by the client. The client retains ownership of the domain name(s) bought through Gruvy Graphics after the invoice is paid in full. Gruvy Graphics reserves the right to withhold property such as domain names and copyright ownership if the client is in debt to Gruvy Graphics..

8. Payment of Fees. In order for Gruvy Graphics to keep its rates low, payments must be made promptly. Bills will be deemed delinquent and assessed a \$50 charge if payment is not received within 48 hours after the completion date (The date at which all original requests have been completed.) If an amount remains delinquent 7 days after its due date, an additional 25% penalty will be added for each day of delinquency. Websites will not be published onto a clients server space until payment is recieved in full. In the even that the clients website undergoes live maintenance , Gruvy Graphics reserves the right to remove web pages from viewing on the internet until final payment is made. If case collection proves necessary, the client agrees to pay all fees incurred by that process.

14. Sole Agreement. The agreement contained in this "Website Design Contract" constitutes the sole agreement between Gruvy Graphics and the client regarding the project outlined above and in the approved proposal. Any additional work not specified in this contract must be authorized by a written change order.

15. Initial Payment. Payment of the base fee will be made as follows: The total cost of the project will be made from the client in 2 payments in the amount of (\$500) for each. The first payment of at least 50% to 100% of the total cost may be paid upon signing this of contract, and before the production of job. The second , and final, payment is due upon completion of project. All payments should be made to Gruvy Graphics through

our site, by PayPal, Ban Transfer, Credit Card or through Money Transfer in the name of the designer who will be working on your project.

16. Refund Policy. The client may halt work and request for a refund within 3 days of the date of this contract by mailing a certified letter to the Gruvy Graphics (7943 W. Oquendo Rd. Las Vegas, NV). If at any time of the request for refund, work has been completed beyond the amount covered by the initial payment, the client shall be liable to pay for all work completed at the hourly rate of \$25, at which point Gruvy Graphics will provide a detailed account of the hours accumulated on the project thus far.

17. Miscellaneous. This contract shall be governed by the substantive laws of the State of NV without regard to conflict of law principles. The contract constitutes the entire understanding and agreement between the parties hereto and their affiliates with respect to its subject matter and supersedes all prior or contemporaneous agreements, representatives, warranties and understandings of such parties (whether oral or written). No promise, inducement, representation or agreement, other than as expressly set forth herein, has been made to or by the parties hereto. This letter may be amended only by written agreement, signed by the parties to be bound by the amendment. Evidence shall be inadmissible to show agreement by and between such parties to any term or condition contrary to or in addition to the terms and conditions contained in this letter. This letter shall be construed according to its fair meaning and not strictly for or against either party.

18. Summary. This contract is for the specific project(s) of Web Site Design for (your company). Our agreed fees for the services we describe above in total is (\$1000.00) For your website design upgrade base from the website : (<http://www.lclifestyle.com/>) , and with the added features listed below. Any further requests for additions , or enhancements of the site shall be subject to an hourly rate of 25.00 per hour. All payments must be made in American Dollar funds to on of the payment options listed below.

Scope of work:

- 10-15 page website in the likeness of lclifestyle.com
- Site built on wordpress template for administrative priveleges
- 1 year free domain & hosting
- Design Turnaound 24-48 hours after recieving initial needed information
- Site Turnaround 5-7 Business days
- * monthly update service agreement pending upon completion of website.

ACCEPTED AND AGREED:

Designer: Lamonte Jordan	Client: _____
Date: 7 / 20 / 2012	Date: _____ / _____ / _____
Company: Gruvy Graphics Att: Lamonte Jordan 7943 W. Oquendo Rd. Las Vegas, NV 89113	Company: Xclusive Entertainment att: Victor Roberts